



Citizens Property Insurance Corporation Agent Appointment Agreement

The purpose of this Agent Appointment Agreement (“Agreement”) is to set forth the terms and obligations of appointment as a Citizens agent and the consequences for failing to meet such obligations. Once accepted by Citizens as indicated by the issuance of a Notice of Approval this Agreement constitutes the contract between Citizens and the executing insurance agent (“Agent”) and effectuates the appointment of the Agent by Citizens. By executing this Agreement, the Appointed Agent agrees to the following terms and conditions:

Definitions

“**Agency**” is an insurance agency, as defined in Section 626.015, Florida Statutes, and is the entity through which an Agent conducts the Agent’s business operations.

“**Agency Agreement**” means the contract between Citizens and the Agency through which the Agent conducts the Agent’s insurance business.

“**Agency Principal**” means the individual specifically designated within the Agency to serve as the contact for Citizens and the person responsible for assuring that the Agency, all Appointed Agents, and Customer Representatives who have been appointed by the Agency are aware of, and fully comply with, Florida law, the terms and conditions of this Agreement and all rules relevant to conducting Citizens business.

“**Agent**” is the individual insurance agent, as defined in Section 626.015, Florida Statutes, executing this Agreement.

“**Agent Guidelines**” mean collectively the Citizens:

- Underwriting Manuals;
- Agent Bulletins;
- Plan of Operation, as applicable; and
- Other official publications communicated to agents which set forth Citizens’ official policies or requirements.

“**Agent Personnel**” means anyone other than the Agent, including but not limited to Customer Representatives who perform work on behalf of the Agent relating to Citizens business in accordance with this Agreement.

Citizens’ “**Board of Governors**” has the same meaning as defined in Section 627.351(6), Florida Statutes.

Citizens’ “**Market Accountability and Advisory Committee**” has the same meaning as defined in Section 627.351(6), Florida Statutes.

Citizens’ “**Plan of Operation**” means the written plan governing Citizens as required by Section 627.351(6), Florida Statutes and approved by the Florida Financial Services Commission.

“**Citizens Systems**” means any and all electronic or online systems maintained by Citizens through which data relating to policyholders or to Citizens business is stored and to which the Agency, Agent, and certain Agent Personnel are provided access for purposes of conducting Citizens business in accordance with this Agreement or the corresponding Agency Agreement.

“**Confidential Information**” means all information related to Citizens business that is confidential as set forth in Section 627.351(6)(x), Florida Statutes (as may be amended) and relevant laws relating to privacy and data security. Confidential Information includes, but is not limited to:

- Personal information relating to Citizens business that identifies or could reasonably be used to identify an individual,
- Materials that are included in the underwriting files of Citizens’ policyholders,
- Materials that are included in a Citizens’ claims file, and
- Proprietary information licensed to Citizens under contract and the contract provides for the confidentiality of such proprietary information.

“**Customer Records**” refers to all applications, expirations, records, and other written or electronic information relating to any and all policies written by or applications accepted on behalf of Citizens pursuant to this Agreement and possessed or maintained by or on behalf of Agent.

“**Customer Representative**” has the same meaning as defined in Section 626.015, Florida Statutes.

“**Notice of Approval**” means the written notice from Citizens to the Agent accepting the Agent’s offer to be appointed by Citizens.

“**Security Incident**” means an incident in which there has been, or the Agency reasonably believes there has been, unauthorized or unintentional access to or acquisition, use, modification, loss, unavailability, or disclosure of Confidential Information in the custody or control of the Agency or any of its agents or employees.

“**Transmitted Records**” means data and records, including copies of any Customer Records, maintained by Citizens which have been transmitted by Agent or Agent Personnel to Citizens or to Citizens’ Clearinghouse for the purpose of transacting business with Citizens in accordance with this Agreement.

I. Agreement

- A. Agent Relationship.** By executing this Agreement, the Agent agrees to be bound by its terms and conditions and the Agent Guidelines. Further, Agent understands and recognizes his or her responsibilities to Citizens and agrees to strictly adhere to the duties and obligations set forth in this Agreement.
- B. Scope of Appointment.** The Agent’s appointment is limited to those lines of insurance shown under Appointment Authority in the Notice of Approval sent to the Agent by Citizens.
- C. Binding Authority.** The binding authority of the Agent is subject to, and limited by, the authority conferred by and the procedures set forth in the Agent Guidelines. Additionally, the Agent’s binding authority is determined by Citizens and Citizens may modify or withdraw such authority at any time within its sole discretion.
- D. Agent Performance.** The Agent acknowledges and agrees that Citizens may, with Agent Roundtable (ART) and Market Accountability and Advisory Committee (MAAC) input, and Board of Governors (Board) approval, establish, and from time to time modify performance standards for agents. The Agent agrees to strictly adhere to such performance standards and understands the failure to do so constitutes a material breach of this Agreement.
- E. Effective Date and Term.** This Agreement is effective on the date shown in Citizens’ Notice of Approval to the Agent. This Agreement is renewable each year on or before the anniversary of the Agency’s Agency Agreement. Renewal must be accomplished in a manner set forth by Citizens and will be conditioned upon such requirements as set forth by Citizens, including the payment of annual fees as set forth by Citizens, the completion of any required training, and the Agency’s annual verification that the Agent is being renewed. The Agent understands and acknowledges that the payment of annual fees and the annual verification must be effectuated by the Agency. Failure to timely renew the Agreement will result in the termination of the Agent’s appointment.

II. General Requirements

- A. Compliance with the Citizens’ Policyholder Declaration of Rights.** The Agent hereby agrees to comply with the Policyholder Declaration of Rights contained in [Citizens’ Plan of Operation](#).
- B. Compliance with Law and Citizens’ Requirements.** The Agent agrees to follow all applicable laws and regulations, the Agent Guidelines and Citizens’ Plan of Operation. The Agent agrees to conduct business in strict accordance with the scope of the Agent’s licensure and appointment.
- C. Ethics and Standards of Conduct.** The Agent agrees to conduct business according to the highest standards of honesty, integrity, and other standards established by law or regulation towards all customers and Citizens’ staff or representatives, including without limitation applicable ethics requirements for insurance representatives established by the Florida Department of Financial Services. The Agent shall offer the correct insurance product for the customer’s needs, consistent with Citizens’ Agent Guidelines and shall promptly handle all customer service requests.
- D. Errors and Omissions Insurance.** At all times during the term of this Agreement, the Agent must be covered under the Agency’s Errors and Omissions insurance policy. The policy must be issued by an insurer authorized to transact insurance in Florida or by an eligible surplus lines insurer. The insurer shall have a financial strength rating of at least “B+” (good) by A.M. Best Company. The Agent agrees to provide proof of compliance with this Errors and Omissions coverage requirement upon request. The coverage limits must be at least \$1 million per occurrence and \$1 million annual aggregate.

- E. Citizens as Residual Market Insurer.** The Agent acknowledges that Citizens is a residual market entity and should be a market of last resort when placing business. To the extent that risks are marketed through Citizens' Clearinghouse in accordance with the applicable Agent Guidelines, such efforts are considered reasonable efforts in compliance with this provision. However, to the extent that risks are not eligible for submission to Citizens' Clearinghouse, such risks must be marketed in accordance with applicable Agent Guidelines.
- F. Disclosure of Potential Surcharge and Assessment Liability.** The Agent acknowledges and agrees, as part of Agent's duties under this Agreement, to disclose to Citizens' applicants the risk of surcharges and assessments to Citizens' policyholders. The disclosure must include an explanation that voluntary market insurers offer coverage without the substantial Citizens' policyholder surcharge risk.
- G. Advertising and Use of Citizens' Name and Materials.** The Agent shall not, via any medium, advertise or promote the Agent's relationship with Citizens or the Agent's ability to obtain insurance for customers through Citizens. The Agent shall not use the logos, trademarks or trade name of Citizens in any advertisement, marketing, or promotional materials that are distributed to others. This provision does not prohibit the Agent from using Citizens' name or logo for purposes of assisting customers with claims services.
- H. Professional Representation of Citizens.** The Agent acknowledges that the Agent represents Citizens before the public. The Agent agrees not to dishonor, discredit or injure the reputation of Citizens.
- I. License and Competency.** The Agent must possess and maintain an active 0220 or 2044 Florida Resident Agent's License or an active 0920 or 9044 Non-Resident Agent's License, and must possess the requisite knowledge, ability and skills to sell and service those lines of Citizens business for which appointment or renewal is requested. Failure to maintain the appropriate licensure in good standing will result in the immediate termination of the Agent's appointment.
- J. Other Appointments.** The Agent must be appointed with at least one other insurer which is authorized to write, and is currently writing, new personal residential, commercial residential or commercial nonresidential property policies within the State of Florida. The Agent must have in-force premium with at least one other insurer for the same line of business for which the Citizens' appointment is requested.
- K. Certification and Training.** The Agent must successfully complete Citizens' initial training requirements and must complete such other training and certification requirements as Citizens may require from time to time during the term of the Agreement. Failure to meet mandatory training requirements may result in disciplinary action, as set forth in this Agreement, until such requirements are met.
- L. Power of Attorney for Countersignature.** The Agent grants to Citizens a special power of attorney to countersign all Citizens' policies, endorsements and renewals on behalf of the Agent.
- M. Affiliation with Agency.** The Agent agrees:
1. Agent must conduct Citizens business through the Agency, which must have an active Agency Agreement with Citizens. For purposes of conducting Citizens business, the Agent may only be affiliated with one insurance Agency at any given time;
 2. Agent authorizes the Agency to direct Citizens to terminate Agent's access to Citizens Systems and authorizes Citizens to rely on such directives of the Agency;
 3. In the event of Agent's departure from the Agency, Agency will, within 48 hours of such departure, provide written notice to Citizens of the departure and block the Agent's access to any Customer Records that are not owned by the Agent, particularly records containing Confidential Information. Citizens will then promptly deactivate the Agent's access to Citizens' Systems. Such prohibition will continue unless and until reinstated pursuant to the procedures established and maintained by Citizens;
 4. In the event of Agent's departure from the Agency, if the contract between Agent and Agency provides that Agent owns the Agent's Citizens book of business:
 - a. If the Agent's book of business is being transferred to a new agent (or agents), Agent shall assist Citizens in transitioning the Agent's book of business to the new agent (or agents) so

as to effectuate a smooth transition, whereby no policyholder is without an agent of record servicing his or her policy for any period of time.

- b. If the Agent is moving to a new agency and the book of business is to follow him or her to such agency, the Agent shall be responsible for taking any steps required by Citizens to effectuate a smooth transition of the book of business.
5. In the event of the Agent's departure from the Agency, if the contract between Agent and Agency provides that Agency owns the book of business, the Agent remains responsible for cooperating with the Agency and Citizens in taking all necessary steps to ensure a smooth transition of the Agent's book of business to a new agent (or agents) within the Agency.
- N. Supervisory Responsibilities.** Agent accepts primary responsibility for and the duty to ensure the accuracy and compliance of all actions relating to Citizens business undertaken by the Agent pursuant to this Agreement. This includes a duty to actively supervise the work performed by Agent Personnel on the Agent's Citizens business to ensure that all actions comply with the terms of this Agreement. Obligations imposed upon the Agent by this Agreement apply equally to Agent Personnel undertaking actions relevant to such obligations on behalf of the Agent, and in the event that Agent Personnel violate the terms of this Agreement, such violation will be deemed to have been committed by the Agent.
- O. Relation to Agency Agreement.** The Agent represents that the Agent has read and understands the Agency Agreement and understands the Agency's obligations to Citizens in addition to his or her own obligations to Citizens.
- P. Right to Audit.** The Agent acknowledges and agrees that Citizens has the right to review and audit Customer Records, as defined herein, including such records that Agent is required by law to maintain. By entering into this Agreement, the Agent agrees to provide Citizens access to all Customer Records, as defined herein, for purposes of review and audit. The Agent shall not unreasonably delay or inhibit Citizens' right to audit or review Customer Records as set forth in this section. Failure to comply with this obligation constitutes a material breach of this Agreement and will subject the Agent to discipline as set forth in Section VI.B.3. and VI.E. of this Agreement.
- Q. Ownership of Customer Records.** Agent and Citizens agree that Citizens does not own the Customer Records, but that the ownership of Customer Records will be determined by the terms of the contractual relationship between the Agent and the Agency. To the extent such Customer Records are owned by Agent, Agent grants to Citizens an irrevocable license to use and distribute Transmitted Records in the normal course of business. Such license shall survive this Agreement. Citizens will not use the Transmitted Records to solicit policies, and such records will not be shared with third parties except as set forth in or otherwise authorized by applicable laws, rules, or the rules of administrative, civil, or criminal procedure.
- R. Public Records Obligations.** As a State of Florida governmental entity, Citizens is subject to Chapter 119, Florida Statutes. Agent acknowledges and understands that records regarding business between Citizens and Agent may be considered public records under Chapter 119, Florida Statutes (although exemptions to public inspection requirements may apply). If the Agent or any Agent Personnel receives a Public Records Request that appears to be in any way directed to Citizens, the Agent must immediately inform his or her Agency Principal and ensure that a copy of such notice is immediately provided to Citizens' Records Custodian by way of email to: recordsrequest@citizensfla.com.
- S. Subpoena Responses.** If the Agent or any Agent Personnel receives a subpoena for Customer Records or records relating to Citizens' insurance transactions, and such subpoena regards any action involving or likely to involve Citizens, the Agent must immediately inform his or her Agency Principal and ensure that a copy of such subpoena is immediately provided to Citizens' Record Custodian at: recordsrequest@citizensfla.com.

III. Technology and Data Security Requirements

- A. Technology Requirements.** The Agent acknowledges that the Agency must utilize technology, software, hardware, and equipment in conformity with reasonable requirements of Citizens pursuant to the Agency Agreement. The Agent agrees to comply with all such reasonable technology, software, hardware, and equipment requirements. Citizens is not responsible for any costs associated with the implementation and utilization of any technology, hardware, software and equipment requirements.

- B. Access to Citizens Systems.** The Agent agrees that Citizens may limit or deny the Agent's credentials to access Citizens Systems at any time during the term of this Agreement if Citizens, at its discretion, determines that such action is reasonably necessary to protect the security of Citizens Systems, the privacy of policyholder data, or the confidentiality of other such Confidential Information. Should Citizens limit or deny the Agent's credentials to access Citizens Systems pursuant to this subsection, the Agent or the Agency may seek reinstatement through an appeal process. Nothing in this subsection shall be construed to limit Citizens' rights pursuant to any other provision of this Agreement.
- C. Data Export Restriction.** The Agent shall not allow any Citizens' policyholder data that includes or consists of Confidential Information to be exported to or accessed from outside of the United States without obtaining the prior written consent of Citizens, which may be withheld by Citizens in its absolute discretion, with the sole exception being that the Agent may send a policyholder's own data to a policyholder who is located outside of the United States as necessary to service a policy.
- D. Records Custody and Retention.** Agent is responsible for the custody and retention of his or her Customer Records in accordance with applicable state and federal laws and regulations. Citizens is responsible for custody and retention of Transmitted Records in accordance with applicable state and federal laws and regulations.
- E. Security Incidents.**
1. In the event Agent or any Agent Personnel becomes aware of circumstances that may constitute a Security Incident, Agent must immediately inform his or her Agency Principal, or such other person as designated by the Agency to receive such notice, of the possibility that a Security Incident exists. Agent must ensure that Agent Personnel under his or her supervision are aware of the requirements of this section and are capable of identifying circumstances that may constitute a Security Incident. Agent must ensure that if Agent Personnel under his or her supervision become aware of circumstances that may constitute a Security Incident, they immediately notify Agent, the Agency Principal, or such other person as designated by the Agency to receive such notice.
 2. Agent acknowledges and agrees that Citizens may require Agency to assist in investigating and responding to Security Incidents and agrees to cooperate with the Agency and Citizens in any such investigation or response.
- F. Use and Retention of Confidential Information.** Agent must ensure that Confidential Information is not disclosed to third parties unless authorized by law, and ensure that Confidential Information is not processed for any purpose except as allowed by applicable federal and state laws and this Agreement. In the event that Agent, or any of the Agent Personnel for any reason, receives Confidential Information that Agent is not authorized to access, Agent must securely destroy such information and assist Citizens in ensuring that no further unauthorized use of such information is made.
- G. Disclosure to Agent Personnel and Third Parties.** Agent may only disclose Confidential Information to Agent Personnel or any third party if there is a written, valid and enforceable agreement between such Agent Personnel or third party and either the Agent or the Agency. The agreement must include terms that are substantially the same as the terms applicable to the disclosure and protection of Confidential Information contained in this Agreement. The Agent is responsible for reviewing and understanding the terms of such agreement and ensuring that it meets these requirements prior to disclosing any Confidential Information to Agent Personnel or any third party.
- H. Written Information Security Program.** The Agent acknowledges and agrees that Agent and Agent Personnel are bound by the Agency's Written Information Security Program adopted as per the terms of the Agency Agreement and agrees to comply with the terms of such program.
- I. Security Requirements.** Agent and Agent Personnel shall comply with applicable laws relating to the privacy and security of Confidential Information and shall take reasonable measures to protect and secure Confidential Information in Agent's custody or control or in the custody or control of Agent Personnel. Additionally, Agent and Agent Personnel shall comply with Citizens' Information Security Requirements attached hereto as Exhibit 1.
- J. Security Self-Assessment.** Agent acknowledges and agrees that Citizens may, not more than once per year, require a Security self-assessment of the Agency. Such self-assessment may require the participation and input of the Agent. The Agent agrees to cooperate with the Agency and with Citizens in responding to any self-assessment questionnaire. In addition, the Agent agrees that Citizens may, not more than once per year, require

a self-assessment of the privacy and security safeguards and practices of the Agent to ensure compliance with the terms and conditions of this Section and the Information Security Requirements set forth in Exhibit 1. The Agent will be required to report the results of such assessment to Citizens.

- K. Security Audit.** Without limiting Citizens' rights set forth in this Agreement, and upon reasonable notice to Agent, Citizens may conduct a security assessment, network scan, forensic investigation and/or audit of any computer or network utilized by the Agent or Agent Personnel in conducting Citizens business or accessing Citizens Systems in the event that: 1) there has been or there is an elevated risk of a Security Incident involving the Agent; 2) Citizens has discovered or reasonably believes that Agent is not employing or maintaining security in compliance with this Agreement and Exhibit 1; or 3) there is an action, investigation or request by any governmental, statutory, public, or enforcement authority or regulator. Any such security assessment, network scan, forensic investigation, and/or audit undertaken pursuant to this provision will be tailored to address technology and data security relating to Confidential Information. Agent further acknowledges and agrees that Citizens may perform a security assessment, network scan, forensic investigation, and/or audit of any computer or network utilized by the Agency under certain conditions as set forth in the Agency Agreement. Failure to cooperate with Citizens during the course of any such assessment, network scan, forensic investigation, or audit of either the Agent or the Agency may result in disciplinary action pursuant to Section VI.B.3 or VI.E. of this Agreement.
- L. Electronic Signature.** Agent and Agent Personnel may submit documents to Citizens using electronic agent, applicant and policyholder signatures (also called "eSignatures"), subject to limitations set forth in the Agent Guidelines, which include, but are not limited to:
1. Policyholder statements to exclude windstorm coverage and/or contents coverage;
 2. Notarized forms and required forms signed by an applicant's or policyholder's authorized representative.

Electing to use eSignatures on documents is voluntary. Electronic signature capability must be obtained through use of a third-party provider. Citizens will not be responsible for any costs associated with the use of such third party provider. All eSignature systems utilized by the Agent or Agent Personnel must comply with all applicable state and federal laws relating to the use of eSignatures including, but not limited to the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, the Florida Electronic Signature Act of 1996, and the Florida Uniform Electronic Transaction Act.

IV. Operational Requirements

- A. Underwriting Submissions.** The Agent understands and agrees that full compliance with underwriting submission requirements is critical to meeting his or her responsibilities to Citizens and that such requirements will be strictly enforced. Agent agrees, therefore, to submit all risks to the Citizens' Clearinghouse, where applicable; and to ensure that all applications and other underwriting submissions are complete, accurate and submitted in accordance with applicable Agent Guidelines. The Agent understands and agrees that the requirement for the submission of complete and accurate applications is a condition of binding authority and that Citizens may institute procedures whereby incomplete or inaccurate application submissions are only conditionally bound. The Agent agrees to cooperate with and assist Citizens in obtaining any additional underwriting-related information. All applications must be signed by the applicant(s), unless the signor has a valid, written Power of Attorney. A complete and signed copy of the application must be provided to the applicant at the time of application. Only the Appointed Agent may sign the application where indicated for the Agent's signature. The Agent acknowledges that Citizens may require, as part of the underwriting submission process, documents in addition to the application, which require both the signature of the applicant and an attestation by the agent.
- B. Premium Collection and Submission.**
1. **Premium Payments.** All checks paid by or on behalf of the applicant or policyholder must be made payable to Citizens and remitted to Citizens in accordance with the provisions and procedures set forth in the Agent Guidelines. Premium payments must be submitted to Citizens without deduction for commission or other charges.
 2. **Fees and Surcharges.** The Agent may not charge or collect any fee in excess of the applicable Citizens' premium (e.g., service, inspection, or photograph fees). This prohibition does not apply to bank charges for returned checks associated with payment of premium. Moreover, this provision does not prevent the Agent from collecting, from policyholders, the exact amount of any discount or

other such fee charged by a credit card facility in connection with the use of a credit card to the extent that such collection is permitted by law. However, no charges, fees or surcharges can be communicated to the applicant or policyholder as being a part of the Citizens' premium.

- C. Claims.** If an insured reports a claim to the Agent, the Agent must immediately report the claim to Citizens electronically or by calling 866.411.2742. If a catastrophic or other weather-related event prevents reporting immediately, the Agent agrees to instruct the claimant to file the claim directly with Citizens by calling (866) 411-2742; and the Agent further agrees to report the claim to Citizens as soon as possible. The Agent agrees to cooperate fully with Citizens in the investigation and adjustment of such claim.
- D. Notification of Financed Premiums.** When the Agent has assisted or arranged for financed premiums through a premium finance company (PFC), the Agent must indicate "premium financed" on the initial application, must notify Citizens whenever renewal policies are financed, and must provide a fully executed Premium Finance Agreement to Citizens. Failure to comply with these requirements may result in unearned premium being refunded to the policyholder followed by a subsequent payment to the PFC. The Agent acknowledges that the Agency will be required to reimburse Citizens for any duplicate unearned premium refund caused by the failure to meet this requirement, and acknowledges that failure to make such payment to Citizens may result in termination of the Agency Agreement as well as this Agreement.
- E. Agent Information.** The Agent agrees to keep all contact information required by Citizens up to date, including an official and unique email address that is specific to the individual Agent for notices under this Agreement.

V. Commissions

- A. Commission Assignment.** The Agent hereby assigns and transfers to the Agency all commissions due or that may be generated by the Agent as a result of writing Citizens business. Further, the Agent hereby and forever releases Citizens from any claim for payment of commissions upon Citizens' payment to the Agency of such commissions.
- B. Commission Payment.** Citizens shall pay commissions to the Agency, less any deductions, setoffs, refunds, reimbursements, holdbacks or any amounts owed Citizens by the Agency or any of its Appointed Agents. Commissions will be paid in accordance with the Agent Commission Schedule then in effect. Payment shall be made by the end of each month for commissions based on policies effective or issued, whichever is later, in the prior month.
- C. Performance Management.** Agent understands that Citizens may implement and, from time to time, modify commission structures to reflect compliance with agent performance standards.
- D. Authority to Withhold.** Citizens reserves the right to withhold, offset or deny payment of commissions should the Agent's authority to conduct Citizens business be suspended or terminated or should the Agent otherwise not fully comply with the terms of this Agreement. Additionally, Citizens may withhold or deny commissions on any policy or coverage not submitted in accordance with the Agent Guidelines.

VI. Suspension And Termination

- A. Investigative Suspension.** If Citizens has received information which establishes a reasonable belief that Agent has violated the terms of this Agreement and there is a consequential danger to the public or Citizens, Citizens may suspend the Agent while an investigation is being conducted. The investigative suspension will remain in effect until Citizens has completed its investigation and effectuated disciplinary action, if any.
- B. Terminations.**
 - 1. **Termination without Cause.** Citizens may terminate this Agreement without cause upon providing sixty (60) days advance written notice. The Agent may terminate this Agreement at any time upon notice to Citizens.
 - 2. **Administrative Terminations.** Notwithstanding any other provisions herein, this Agreement will be administratively terminated, by a date certain specified in a written notice, upon the occurrence of either of the following:

- a. Any circumstance, including but not limited to the Agent's departure from the Agency or the termination of the Agency's Agency Agreement with Citizens, that results in the Agent no longer being affiliated with or otherwise conducting his or her business through an insurance agency that has an active Agency Agreement with Citizens, provided that the Agent is not affiliated with a new insurance agency in compliance with Section II.N. on or before the termination date set forth in the written notice; or
- b. The termination of the Agent's appointment by the Department of Financial Services (DFS) (unless such termination of the Agent's appointment coincides with the suspension, revocation, expiration, termination, or surrender of the Agent's Florida general lines agent's license as addressed below), provided that the appointment is not reinstated by DFS on or before the termination date set forth in the notice.

3. Termination for Cause. Notwithstanding any other provisions of this Agreement:

- a. This Agreement will terminate immediately upon the occurrence of any of the following:
 - i. The termination, deactivation, or dissolution of Citizens;
 - ii. The suspension, revocation, expiration, termination or surrender of the Agent's Florida general lines agent's license.
- b. Citizens may terminate this Agreement by providing written notice setting forth a date on which such termination will take effect (generally not less than 10 days), upon Citizens' determination that, at any point during the Agent's relationship with Citizens, any of the following conditions or actions occurred:
 - i. Agent has abandoned Agent's business;
 - ii. Agent or Agent Personnel has committed fraud, breach of fiduciary duty, gross, willful or criminal misconduct in relation to the business of insurance; or has engaged in deceptive or misleading practices as prohibited under Florida law or regulation;
 - iii. Agent has materially breached this Agreement, or any items incorporated by reference into this Agreement;
 - iv. Agent's failure to meet any requirements specified as a term of a disciplinary suspension
 - iv. Agent's conduct demonstrates that the Agent is not capable of properly rendering services or fulfilling the Agent's obligation under this Agreement;
 - v. A willful failure to timely comply with a request from Citizens pursuant to an investigation or audit;
 - vi. Agent's failure to timely and successfully complete mandatory training requirements.

C. Suspension and Termination Notices. Citizens will provide any notice of suspension or termination by email at the official email address of the Agent, as contained in Citizens' Systems. Citizens will also send a copy of any notice of disciplinary suspension or termination via certified mail, return receipt requested, to the Agent's mailing address of record, as contained in Citizens' Systems. For any notice of suspension or termination for cause, Citizens will state the factual basis of the action taken.

D. Investigations. Citizens will investigate reported or suspected misconduct by the Agent and make a determination as to whether misconduct occurred. The Agent agrees to cooperate with such an investigation including providing full access to records relating to Citizens business and promptly and completely responding to inquiries. Citizens will impose discipline based on any misconduct found to have occurred.

E. Disciplinary Suspension. If Citizens determines that the Agent has violated any of the terms of this Agreement, or items incorporated by reference into this Agreement, in lieu of termination, Citizens may suspend the Agent's authority to write new business, take applications and/or service existing or renewing policies for a stated period up to 180 days. During such suspension, the Agent will remain eligible to receive commissions subject to Citizens' right to withhold. The suspension will take effect on the date specified in the written notice from Citizens. The disciplinary suspension may contain terms which must be met by the Agent to address the cause of the disciplinary suspension.

- F. Control Parties.** Citizens may terminate the appointment of an Agent who is or has been an owner (other than mere stockholder), director, officer or control person of an agency terminated for cause or an insurer that was placed under receivership or liquidation during the time of the Agent's association with such agency or insurer.
- G. Termination Period.** An Agent who has been terminated for cause may not seek reappointment for a minimum of two (2) years from the date of termination. However, if the termination for cause was for misappropriation of premium or fraud, the Agent may not seek reappointment with Citizens.
- H. Cessation of Binding Authority.** The Agent's binding authority will immediately cease upon the suspension or termination of the Agent's appointment.
- I. Agent Termination and Policyholders.** Agent acknowledges and agrees that if the Agency has ownership of the book of business and an Agent's appointment is to be terminated, the Agency will be responsible for facilitating the smooth transition of affected policyholders to another properly licensed and appointed Agent to service the business agent of record. However, the Agent agrees that if the Agent has ownership of the book of business, then the responsibility to facilitate a smooth transition will be that of the Agent. In any event, the Agent must cooperate with Citizens in facilitating the transition. Any policies for which the agent of record is not changed on or before the date of termination will be serviced by Citizens for the remaining policy term, and are subject to being assumed, cancelled, or nonrenewed.
- J. Responsibility for Insured Records upon Termination of Agreement.** Upon termination of this Agreement for any reason, the following shall be the sole and exclusive responsibility of Agent or the Agency, depending on the contract that exists between the Agent and the Agency: 1) ensuring the security of any and all Customer Records as required under Florida Information Protection Act, §501.171 (FIPA) and any other applicable law; 2) all requirements for notification in the event of a breach of security of such Customer Records; and 3) all costs and fees associated with ensuring the security of such Customer Records and notification of a breach of security thereof.

However, upon such termination, the following will remain the responsibility of Citizens: 1) ensuring the security of any and all Transmitted Records as required under Florida Information Protection Act, §501.171 (FIPA) and any other applicable law; 2) all requirements for notification in the event of a breach of security of such Transmitted Records; and 3) all costs and fees associated with ensuring the security of such Transmitted Records and notification of a breach of security thereof.

- K. Responsibility for Insured Records upon Termination of Policy.** Agent and Citizens agree that upon the expiration, assumption through depopulation, nonrenewal or any other termination of any policy written by Citizens pursuant to this Agreement, the following shall be the sole and exclusive responsibility of Agent or the Agency, depending on the contract that exists between the Agent and the Agency: 1) ensuring the security of any and all Customer Records relating to such policy as required under FIPA and any other applicable law; 2) all requirements for notification in the event of a breach of security of any Customer Records relating to such policy; and 3) all costs and fees associated with ensuring the security of all Customer Records relating to such policy and notification of a breach of security thereof.

VII. General Terms and Conditions

- A. Independent Contractor Status.** Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between Citizens and the Agent; rather the Agent is an independent contractor for all purposes.
- B. Non-Waiver of Rights.** A waiver by Citizens of any breach or default by the Agent under this Agreement will not constitute a continuing waiver or a waiver by Citizens of any subsequent breach or default.
- C. Amendment and Modification.** This Agreement may be modified by Citizens only after providing the Agent with at least sixty (60) days advance notice of any proposed changes. The changes shall be effective on the date specified in the notice, without further action being required by Citizens. This notice provision supersedes all other notice provisions contained in this Agreement. This notice provision does not apply to modifications mutually agreed upon in writing by the Agent and Citizens.

- D. Florida Law, Jurisdiction, Venue and Service of Process.** This Agreement will be governed by the laws of the State of Florida. The Agent hereby consents to personal jurisdiction in the courts of the State of Florida. The Agent agrees that service of process in any proceeding in any such court may be effectuated by Certified Mail at the address for the Agent on record with Citizens. The parties hereby agree that the exclusive venue for any litigation or arbitration based on or related to this Agreement shall be in Leon County, Florida. The parties recognize and agree that the terms of Chapter 120, Florida Statutes, are not applicable to Citizens, this Agreement, or the relationship between Citizens and the Agent.
- E. Waiver of Jury Trial.** The Agent and Citizens, each hereby waives its right to a jury trial for any claim or cause of action based upon or arising out of this Agreement. Each party hereby further warrants and represents that such party knowingly and voluntarily waives its jury trial rights following consultation with its legal counsel.
- F. Assignment or Transfer.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by the Agent, by operation of law or otherwise.
- G. Indemnification.** The Agent shall indemnify and hold harmless Citizens, its Board Members, employees, designees, committees and committee members from any liability, damage, claims or causes of action, in law or in equity, with regard to any and all losses, claims, damages, fees and expenses, including legal fees or other expenses reasonably incurred or paid by Citizens on account of: 1) any negligent or wrongful act, error or omission of the Agent in the rendering of services pursuant to this Agreement, except to the extent that Citizens has caused such liability or damage, 2) any action brought by an insurance agency or any other third party against Citizens pertaining to the ownership, custody, or control of any Customer Records or Citizens business produced or serviced by the Agent, provided that Citizens is not found to have acted negligently or wrongfully with regard to such matter, and 3) the investigation of any Security Incident and any reasonable efforts to respond to such Security Incident, as set forth in Section III (above), provided that Citizens is not found to have acted negligently or wrongfully with regard to such matter. Citizens shall indemnify and hold harmless the Agent from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses reasonably incurred or paid by the Agent on account of any negligent or wrongful act of Citizens in the performance of any duty set forth in this Agreement except to the extent that the Agent caused such liability or damage.
- H. Citizens' Servicing of Policies.** By entering into this Agreement, Agent agrees that Citizens may service policies for which Agent is or has been the agent of record:
1. In accordance with Section VI.I. of this Agreement following a termination of the Agent's appointment;
 2. As necessary resulting from a suspension in accordance with Section VI.E. of this Agreement;
 3. As necessary resulting from any limitation or denial of Agent's access to Citizens' Systems in accordance with Section III.B. of this Agreement;

The Agent further agrees that in such instances Citizens will be held harmless and released from any damages or liability to Agent, under any theory of law or equity, relating in any way to the policies that Citizens is servicing or has serviced (including, but not limited to any injury or damages related to the Agent's book of business and expirations, the assumption of policies by private market carriers through depopulation, or the processing of cancellations, endorsements, nonrenewals, and/or renewals on such policies), except to the extent that, while servicing the policies, Citizens commits a wrongful act or omission that would give rise to a cause of action against Citizens by a policyholder.

- I. Immunity.** Nothing in this Agreement shall operate or be deemed to waive Citizens' statutory or sovereign immunity.
- J. Appeal.** Any disciplinary suspension or termination of this Agreement by Citizens may be appealed. All appeals must follow Citizens' Disciplinary Action Appeal Procedures. These procedures will provide the Agent with an opportunity to contest the disciplinary action taken and present evidence that the action taken was based on a mistake of fact or law. However, administrative terminations, investigative suspensions, and terminations without cause are not disciplinary in nature and cannot be appealed in accordance with the Disciplinary Action Appeal Procedures. Furthermore, the termination of an appointment resulting from the failure to renew is not disciplinary in nature and may not be appealed. With regard to any suspension or termination that is not disciplinary in nature and not subject to the Citizens' Disciplinary Action Appeal Procedures, Citizens will provide the Agent an opportunity to seek review of the action.

- K. Severability.** In the event any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law, all remaining provisions will continue in full force and effect.
- L. Integration.** As of its effective date, this Agreement supersedes and replaces all previous Agreements, if any, between the Agent and Citizens.
- M. Injunctive Relief.** The Agent acknowledges and agrees that Citizens will suffer irreparable harm in the event that the Agent fails to comply with the terms of this Agreement. The Agent further acknowledges and agrees that monetary damages will not be adequate to compensate Citizens. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens will be entitled to injunctive relief to enforce the terms of this Agreement.
- N. Survival.** The Agent's confidentiality, indemnification and public records obligations shall survive the termination of this Agreement.
- O. Notice.** Except as otherwise provided, notices, designations, consents, offers, acceptances, or any other communications provided for or required by this Agreement must be given by the means specified herein. If a specific means is not provided, notice may be given by electronic mail, addressed as follows:

As to Citizens:

Agents@citizensfla.com

As to the Agent:

To the attention of the Agent at the Agent's email address as contained in Citizens' Systems.

Notices sent by electronic mail shall be deemed to be effective on the day sent. Notices sent by registered or certified mail shall be deemed effective on the third (3rd) business day after being deposited with the post office. Notices sent by overnight carrier shall be deemed effective on the next business day after being placed into the hands of the overnight carrier. Notices sent by hand delivery shall be deemed effective on the date of hand delivery.